

Marie Arnold
1631 Ivyglenn Dr.
San Ramon, CA 94582
Plaintiff in Pro Se
925-263-2150

FILED
MAY 24 2018
SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND
JFP
NP
(5)

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

MARIE ARNOLD,

Plaintiff,

vs.

CASHCALL, INC.,

Defendant,

Case No.

C18-3101

Retaliation
Fraud
Intentional tort
Negligent Infliction of Emotional Distress
Discrimination,
COMPLAINT
DAMAGES PURSUANT
42. U.S.C. 1983

Jurisdiction

1. This Court has jurisdiction under 28 U.S.C 1331. Federal question jurisdiction arises pursuant to 42 U.S.C 1983

Venue

2. Venue is proper pursuant to 28 U.S.C. 1391 because Defendant is in Northern District Of California and plaintiff lives in this District.

Intradistrict Assignment

3. This lawsuit should be assigned to San Jose Division Court

Parties

4. Plaintiff, Marie Arnold reside at 1631 Ivyglenn Dr. San Ramon, CA 94582
5. Cashcall, Inc 1 City Blvd W #102, Orange, CA 92868

6. Cashcall Inc incident happens California,

Statement of Facts

1. Plaintiff borrowed personal loan of \$2,500 in 2007. Plaintiff had interview with the Defendant employee credit approval for loan and after interview interest rate was applied loan as to be repaid in of \$5000.00. Plaintiff was confuse about t.v. false advertising borrowing from CashCall easy step and payment plan. Plaintiff borrowed personal loan without reading the contract has limited knowledge in contract loan unconscionable under California Finance Code. 22302.

2 Defendant violated high interest rate UCL, Cal Bus & Prof Code 17200 unfair or unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by chapter 1 (commencing with section 17500 of part 3 of division 7 of the business and profession code. Bad practice.

3. Plaintiff had defaulted loan but misrepresented to repay back the loan twice and including interest rate, plaintiff felt she was being fraud by the business, instead plaintiff questioned the Cashcall employee and he did not have valid reason. Defendant was fraudulent

4. Defendant employees violates Indecent or Harassing Telephone Calls during plaintiff duties at her job. This offence carries penalty of up to six months in jail or fine \$5000 intimidation, threats, harassment. hostile threats.

5. Plaintiff was ADA mental disability discriminated, race, color, religion and incompetent was taking advantage by getting fraud by company. Plaintiff was affirmed by the wrongdoing.

6 Plaintiff borrowed the loan to obtain down payment for auto to get to work. Conspiracy RICO Plaintiff lost a home, breach by employees, hospitalize mental depression, plaintiff car got Repo. Plaintiff had over paid the loan, mocking employee on phone clucking as he was deceit

1 the Amount. Plaintiff had paid off unsecured loan. Plaintiff was being invade in her personal privacy.

2 Plaintiff gets legal notice in mail settlement (*De la torre vs. Cashcall*) last year 2017, Plaintiff
3 was not aware of other legal lawsuits against CashCall Inc. The notice misrepresent that
4 obtain my plaintiff counsel. Plaintiff did not agree with \$11.60 due to 11 years since this
5 Cashcall intend intentional harm and fraud. Plaintiff only wanted plaintiff counsel to be contacted.
6 Plaintiff return the check back to CDZ-C (**EXHIBIT A**) settlement check for \$11.60. return to
7 owner. (**EXHIBIT B**) Legal Notice Plaintiff received in mail 2017 very late. (**EXHIBIT C**) Plaintiff
8 credit report paid balance Cashcall was actually \$2,500.00 was error credit report 2007.

9 Plaintiff's allegations true and correct about hostile threats and fraud.

10 Plaintiff has legal knowledge and recalls the employees and bad business practice.

11 (*The People of the State of California vs. Cashcall Inc.*)

12 Claims

13
14
15
16
17
18
19 Civil Rights for Act of 1964 42. U.S.C. 2000D ET prohibits race, color, national
20 origin.. Business Tort Fraud and Misrepresentation. UCL Cal. Bus & Prof Code 1700, ADA
21 discrimination, 18 U.S. Code 875 Interstate communication (d) California Finance Lenders Law
22 Cal. Fin Code 22303 interest rate for loans below \$2500 , Retaliation, invasion privacy
23 Constitutional Rights for privacy 10th amendment. Conspiracy RICO

24 Relief

25
26
27 Plaintiff seeks punitive damages \$100,000.00 negligent emotional distress, nuisance,
28

1 Intention harm,
2

3 Demand Jury Trial *me*
4 *trial*

5 Date May 24,2018
6

7 *Marie Arnold*
8 Marie Arnold, Plaintiff
9 Pro Se
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

De La Torre v. CashCall, Inc.
 c/o KCC Settlement Administrator
 PO Box 404001
 Louisville, KY 40233-4001

CDZ-C

036422



Claim #: CDZ-C-10064316 7
 MARIE A ARNOLD
 1201 SYCAMORE TER
 SPC 102
 SUNNYVALE, CA 94086-8712

Re: *De La Torre v. CashCall, Inc.*: **Distribution of Settlement Benefit**

February 08, 2018

Dear MARIE A ARNOLD:

Enclosed please find a check in the amount of \$11.60 representing your total payment in the *De La Torre v. CashCall, Inc.* class action settlement regarding the Conditioning Claims in the case.

This payment is the Settlement Benefit to which you are entitled in accordance with the Class Action Settlement that has been approved by the Court.

Please cash this check no later than April 09, 2018. It will be void after that date.

If you have any questions about potential tax issues, we recommend that you consult a professional tax consultant. Neither Class Counsel, Defense Counsel, nor the staff of the Claims Administrator can provide you with any tax advice.

If you have any questions regarding your Settlement Benefit, please contact the Settlement Administrator at info@CashCallconditioningclasssettlement.com or 1-866-766-1111.

PLEASE DO NOT CONTACT THE COURT OR CASHCALL CONCERNING THIS SETTLEMENT.

Sincerely,

Settlement Administrator



3 R O S

02RCWD

WARNING: MULTIPLE SAFETY FEATURES. THE FACE OF THIS CHECK HAS A BLUE BACKGROUND AND FLUORESCENT INK. HOLD UNDER BLACK LIGHT TO VIEW. REFER TO SECURITY ENDORSEMENT BACKER FOR TRUE WATERMARK AND ADDITIONAL FEATURES.

Computershare KCC
De La Torre v. CashCall, Inc.
 P.O. Box 404000
 Louisville, KY 40233-4000

THE HUNTINGTON NATIONAL BANK 25-2
 BOX 1558, COLUMBUS, OHIO 43216 440

VOID AFTER April 09, 2018

The sum of ******ELEVEN DOLLARS AND SIXTY CENTS******

Check Number 0000137198

Pay to MARIE A ARNOLD

February 08, 2018

\$ ***11.60***

Claim #: CDZ-C-10064316 7

Security Features Details on Back

Authorized Signature(s)

⑈0000137198⑈ ⑆044000024⑆ 01893486225⑈

EXHIBIT B

De La Torre v. CashCall, Inc. Notice Administrator
c/o KCC Class Action Services
P.O. Box 404000
Louisville, KY 40233-4000

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
COMMUNICATION
SERVICES



LEGAL NOTICE

Postal Service: Please do not mark barcode

CDZ-10064316-7

MARIE A ARNOLD
1201 SYCAMORE TER
SPC 102
SUNNYVALE, CA 94086-8712

See other side for details

CDZ P1 94086

Re: BARTALANI THIS AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY.

Re: Cash All Customer

This poster is official notice of the settlement of a class action. A federal judge approved this Notice. This is not a solicitation from a lawyer. It is not a bill and does not require you to pay any money.

NOTICE OF CLASS ACTION SETTLEMENT

A federal judge has provisionally approved a class action settlement of the “Conditioning Funds” in a class action, *In re: Bank of America Cash All Customer Litigation*, No. 08-cv-0171-MJL, in the U.S. District Court in San Francisco. The Conditioning Funds assert that Cash All violated the law by requiring borrowers to repay their loans by electronic funds transfers (EFTs). Plaintiffs argue that Cash All’s practice violated the federal Electronic Funds Transfer Act (EFTA) and California law. You are evening this Notice because, according to Cash All’s records, you are a member of the Conditioning Funds Class. You are a class member if, while residing in California, you borrowed money from Cash All for personal, family, or household use on or after March 13, 2006 through July 10, 2011 and were charged a non-sufficient fund (NSF) fee.

The Settlement provides for repayment of approximately \$16.1 million to Cash All’s members who actually paid NSF fees before any cancellation of their initial EFT authorization. In addition, Cash All will release all claims members have an obligation to pay such NSF fees on all active accounts still owned by Cash All and will credit the accounts for NSF charges accordingly. Class members will receive Cash All and affiliated entities for the Conditioning Funds and any other claims based on an allegation that Cash All conditioned the extension of credit on an agreement by borrowers to use EFTs as the method of repaying their loans.

Plaintiffs will apply for Service Award of \$10,000 cash and Plaintiff’s Counsel will apply for attorneys’ fees, costs, and expenses totaling \$650,000, all of which will be funded by Cash All.

For more detailed information, visit the Settlement website www.cashallsettlement.com or contact Plaintiff’s Counsel at 1-866-576-6999 or info@cashallsettlement.com.

WHAT ARE YOUR OPTIONS?

You can do one of the following: (i) DO NOTHING, or (ii) ASK TO BE EXCLUDED, or (iii) OBJECT.

(i) DO NOTHING: If you DO NOTHING, you will be bound by the Settlement. You do not have to make any claim, and will be mailed a partial repayment of any NSF fees you paid before you may receive a credit for your initial EFT authorization. If your loan account is still active and owes no Cash All, you will be credited from, and your account credited for, any NSF fees Cash All charged before you may have a new EFT authorization.

(ii) ASK TO BE EXCLUDED: If you ASK TO BE EXCLUDED, you will not receive any payment or other benefit under the Settlement and will not be bound by the Settlement TO BE EXCLUDED. You must sign and mail a written opt-out to opt-out to Plaintiff’s Counsel, P.O. Box 101000, Louisville, KY 40233 postmarked no later than October 6, 2017.

(iii) OBJECT: If you want to object to the Settlement, no later than October 6, 2017 you must sign and mail your written objection papers to Kurtzman Carson Consultants, P.O. Box 101000, Louisville, KY 40233.

For additional information, visit www.cashallsettlement.com or Plaintiff’s Counsel as indicated above for more detailed information.

HOW DO I GET MORE INFORMATION?

- Visit the Settlement website www.cashallsettlement.com
- Contact Plaintiff’s Counsel as follows: Telephone: 1-866-576-6999, email: info@cashallsettlement.com

02NSFA

EXHIBIT C



[REDACTED] Inc
Act. # 6189****

COLLECTIONS

[REDACTED]
Original Creditor

09.01.2015
Opened

02.17.2018
Reported

Closed
Condition

[REDACTED]
Balance

Creditor Contact: PO BOX 1629, MARYLAND HEIGHTS, MO 63043 | (800) 777-9929

Your Accounts

Reported from Experian 03.09.2018



Act. # 96530001****

Current

Opened

High Balance

Balance



Gateway One Len...

Act. # 201209563****

Current

09.01.2017
Opened

\$16,150
High Balance

\$15,466
Balance



Chase Card

Act. # 4266841****

Current

04.01.2017
Opened

\$4,000
Credit Limit

\$3,810
Balance



Amex

Act. # 34999245274****

Current

05.01.2017
Opened

\$1,200
Credit Limit

\$1,201
Balance



Edfinancial Servic...

Act. # 5000001367****

Current

01.01.2018
Opened

\$1,150
High Balance

\$1,150
Balance



Bk Of Amer

Act. # 83

Current

09.01.2014
Opened

\$500
Credit Limit

\$445
Balance



Unify Fcu Fka Wes...

Act. # 340013****

Current

03.01.2014
Opened

\$607
High Balance

\$420
Balance



Cashcall Inc

Act. # 13320**

Closed

03.01.2007
Opened

\$2,600
High Balance

\$0
Balance

Individual Account

Other
Account Type

Closed
Condition

11.01.2009
Date Reported

\$0
Payment

Creditor Contact: 1 CITY BLVD W, ORANGE, CA 92868 | BYMAILONLY